

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Melissa Ann Weller  
Ernest C. Weller III

Debtor(s)

FREEDOM MORTGAGE CORPORATION  
Movant  
vs.

CHAPTER 13

NO. 17-15800 REF

Melissa Ann Weller  
Ernest C. Weller III

Debtor(s)

11 U.S.C. Section 362

Frederick L. Reigle Esq.

Trustee

**STIPULATION TO RESOLVE CERTIFICATION OF  
DEFAULT FILED ON MAY 9, 2018**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$8,257.16**, which breaks down as follows;

|  |  |
|--|--|
| Post-Petition Payments:  | February 2018 through May 2018 at \$1,989.29 |
| Fees & Costs Relating to Notice<br>of Default and Certification of<br>Default: | \$300.00                                     |
| <b>Total Post-Petition Arrears</b>   | <b>\$8,257.16</b>                            |

2. The Debtor(s) shall cure said arrearages in the following manner;
  - a). Within seven (7) days of the filing of this Stipulation, Debtor(s) shall tender a payment of **\$8,257.16** to:

Freedom Mortgage Corporation  
10500 Kincaid Drive  
Fishers, IN 46037

- b). Maintenance of current monthly mortgage payments to the Movant thereafter sent to the address:

Freedom Mortgage Corporation  
10500 Kincaid Drive  
Fishers, IN 46037

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. This stipulation supersedes the stipulation approved on January 26, 2018, Document 27.

6. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

7. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

8. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

9. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

10. The parties agree that a facsimile signature shall be considered an original signature.

Date: May 24, 2018

By: /s/Rebecca A. Solarz  
Rebecca A. Solarz, Esquire  
Attorney for Movant

Date: \_\_\_\_\_

George M. Lutz,  
Esquire

Digitally signed by George M. Lutz, Esquire  
DN: cn=George M. Lutz, Esquire, o, ou=Hartman, Valeriano, Magovern & Lutz, P.C., email=g.lutz@hvmlaw.com, c=US  
Date: 2018.06.03 08:36:54 -04'00'

George M. Lutz  
Attorney for Debtor(s)

Approved by the Court this \_\_\_\_\_ day of \_\_\_\_\_, 2018. However, the court retains discretion regarding entry of any further order.

**Date: June 5, 2018**

  
Bankruptcy Judge  
Richard E. Fehling